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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ADRIENNE MORRIS and NIKKI COOK, individually, and on behalf of all others similarly situated, and the general public, } Case No. 8:18-cv-01799-AG-ADS
Plaintiffs, } **CLASS ACTION**
v. }
MOTT'S LLP., a Delaware Partnership, } **STIPULATED PROTECTIVE
ORDER**
Defendant. } [[Discovery Document: Referred to
Magistrate Judge Autumn D. Spaeth]]

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section XIII(C), below, that this Stipulated Protective Order does not entitle them
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the Court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16 A. This action is likely to involve trade secrets, customer and pricing lists and
17 other valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and from
19 use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other
21 things, confidential business or financial information, information regarding
22 confidential business practices, or other confidential research, development, or
23 commercial information (including information implicating privacy rights of third
24 parties), information otherwise generally unavailable to the public, or which may be
25 privileged or otherwise protected from disclosure under state or federal statutes,
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of
27 information, to facilitate the prompt resolution of disputes over confidentiality of
28 discovery materials, to adequately protect information the parties are entitled to keep

1 confidential, to ensure that the parties are permitted reasonable necessary uses of
2 such material in preparation for and in the conduct of trial, to address their handling
3 at the end of the litigation, and serve the ends of justice, a protective order for such
4 information is justified in this matter. It is the intent of the parties that information
5 will not be designated as confidential for tactical reasons and that nothing be so
6 designated without a good faith belief that it has been maintained in a confidential,
7 non-public manner, and there is good cause why it should not be part of the public
8 record of this case.

9 **III. DEFINITIONS**

10 A. Action: This pending federal law suit captioned as *Morris v. Mott's, LLP*, Case No. 8:18-cv-01799-AG-ADS.

12 B. Challenging Party: A Party or Non-Party that challenges the
13 designation of information or items under this Order.

14 C. "CONFIDENTIAL" Information or Items: Information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
17 the Good Cause Statement.

18 D. Counsel (without qualifier): Outside Counsel of Record and House
19 Counsel (as well as their support staff).

20 E. Designated House Counsel: House Counsel who seek access to
21 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information in this
22 matter.

23 F. Designating Party: A Party or Non-Party that designates information
24 or items that it produces in disclosures or in responses to discovery as
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
26 ONLY."

27 G. Disclosure or Discovery Material: All items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 H. Expert: A person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 I. “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”
7 Information or Items: extremely sensitive “Confidential Information or Items,”
8 disclosure of which to another Party or Non-Party would create a substantial risk of
9 serious harm that could not be avoided by less restrictive means.

10 J. House Counsel: Attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 K. Non-Party: Any natural person, partnership, corporation, association,
14 or other legal entity not named as a Party to this action.

15 L. Outside Counsel of Record: Attorneys who are not employees of a
16 party to this Action but are retained to represent or advise a party to this Action and
17 have appeared in this Action on behalf of that party or are affiliated with a law firm
18 which has appeared on behalf of that party, and includes support staff.

19 M. Party: Any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 N. Producing Party: A Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 O. Professional Vendors: Persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.

1 P. Protected Material: Any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.”

4 Q. Receiving Party: A Party that receives Disclosure or Discovery
5 Material from a Producing Party.

6 **IV. SCOPE**

7 A. The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or
10 compilations of Protected Material; and (3) any testimony, conversations, or
11 presentations by Parties or their Counsel that might reveal Protected Material.

12 B. Any use of Protected Material at trial shall be governed by the orders
13 of the trial judge. This Order does not govern the use of Protected Material at trial.

14 **V. DURATION**

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. Final disposition shall be
18 deemed to be the later of (1) dismissal of all claims and defenses in this action,
19 with or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
21 including the time limits for filing any motions or applications for extension of
22 time pursuant to applicable law.**VI. DESIGNATING PROTECTED**

23 **MATERIAL**

24 A. Exercise of Restraint and Care in Designating Material for Protection

25 1. Each Party or Non-Party that designates information or items for
26 protection under this Order must take care to limit any such designation to specific
27 material that qualifies under the appropriate standards. The Designating Party must
28 designate for protection only those parts of material, documents, items, or oral or

1 written communications that qualify so that other portions of the material,
2 documents, items, or communications for which protection is not warranted are not
3 swept unjustifiably within the ambit of this Order.

4 2. Mass, indiscriminate, or routinized designations are prohibited.
5 Designations that are shown to be clearly unjustified or that have been made for an
6 improper purpose (e.g., to unnecessarily encumber the case development process
7 or to impose unnecessary expenses and burdens on other parties) may expose the
8 Designating Party to sanctions.

9 3. If it comes to a Designating Party's attention that information
10 or items that it designated for protection do not qualify for protection, that
11 Designating Party must promptly notify all other Parties that it is withdrawing the
12 inapplicable designation.

13 B. Manner and Timing of Designations

14 1. Except as otherwise provided in this Order (*see, e.g.*, Section
15 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
16 Material that qualifies for protection under this Order must be clearly so designated
17 before the material is disclosed or produced.

18 2. Designation in conformity with this Order requires the
19 following:

20 a. For information in documentary form (e.g., paper or
21 electronic documents, but excluding transcripts of depositions or other pretrial or
22 trial proceedings), that the Producing Party affix at a minimum, the legend
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
24 ONLY" (hereinafter "Appropriate Legend"), to each page that contains protected
25 material.

26 b. A Party or Non-Party that makes original documents
27 available for inspection need not designate them for protection until after the
28 inspecting Party has indicated which documents it would like copied and produced.

1 During the inspection and before the designation, all of the material made available
2 for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY.” After the inspecting Party has identified the documents it wants
4 copied and produced, the Producing Party must determine which documents, or
5 portions thereof, qualify for protection under this Order. Then, before producing the
6 specified documents, the Producing Party must affix the Appropriate Legend to each
7 page that contains Protected Material.

22 d. Parties shall give the other parties notice if they reasonably
23 expect a deposition, hearing or other proceeding to include Protected Material so
24 that the other parties can ensure that only authorized individuals who have signed
25 the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
26 proceedings. The use of a document as an exhibit at a deposition shall not in any
27 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
28 – ATTORNEYS’ EYES ONLY.”

e. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the Appropriate Legend. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

8 1. If timely corrected, an inadvertent failure to designate qualified
9 information or items does not, standing alone, waive the Designating Party's right
10 to secure protection under this Order for such material. Upon timely correction of
11 a designation, the Receiving Party must make reasonable efforts to assure that the
12 material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

15 1. Any party or Non-Party may challenge a designation of
16 confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

18 1. The Challenging Party shall initiate the dispute resolution
19 process under Local Rule 37.1 et seq.

20 C. The burden of persuasion in any such challenge proceeding shall be on
21 the Designating Party. Frivolous challenges, and those made for an improper
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
23 parties) may expose the Challenging Party to sanctions. Unless the Designating
24 Party has waived or withdrawn the confidentiality designation, all parties shall
25 continue to afford the material in question the level of protection to which it is
26 entitled under the Producing Party’s designation until the Court rules on the
27 challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

1 A. Basic Principles

2 1. A Receiving Party may use Protected Material that is disclosed
3 or produced by another Party or by a Non-Party in connection with this Action only
4 for prosecuting, defending, or attempting to settle this Action. Such Protected
5 Material may be disclosed only to the categories of persons and under the conditions
6 described in this Order. When the Action has been terminated, a Receiving Party
7 must comply with the provisions of Section XIV below.

8 2. Protected Material must be stored and maintained by a Receiving
9 Party at a location and in a secure manner that ensures that access is limited to the
10 persons authorized under this Order.

11 B. Disclosure of “CONFIDENTIAL” Information or Items

12 1. Unless otherwise ordered by the Court or permitted in writing by
13 the Designating Party, a Receiving Party may disclose any information or item
14 designated “CONFIDENTIAL” only to:

15 a. The Receiving Party’s Outside Counsel of Record in this
16 Action, as well as employees of said Outside Counsel of Record to whom it is
17 reasonably necessary to disclose the information for this Action;

18 b. The officers, directors, and employees (including House
19 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
20 Action;

21 c. Experts (as defined in this Order) of the Receiving Party
22 to whom disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 d. The Court and its personnel;

25 e. Court reporters and their staff;

26 f. Professional jury or trial consultants, mock jurors, and
27 Professional Vendors to whom disclosure is reasonably necessary or this Action and
28

1 who have signed the “Acknowledgment and Agreement to be Bound” attached as
2 Exhibit A hereto;

3 g. The author or recipient of a document containing the
4 information or a custodian or other person who otherwise possessed or knew the
5 information;

6 h. During their depositions, witnesses, and attorneys for
7 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i)
8 the deposing party requests that the witness sign the “Acknowledgment and
9 Agreement to Be Bound;” and (ii) they will not be permitted to keep any confidential
10 information unless they sign the “Acknowledgment and Agreement to Be Bound,”
11 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
12 transcribed deposition testimony or exhibits to depositions that reveal Protected
13 Material may be separately bound by the court reporter and may not be disclosed to
14 anyone except as permitted under this Stipulated Protective Order; and

15 i. Any mediator or settlement officer, and their supporting
16 personnel, mutually agreed upon by any of the parties engaged in settlement
17 discussions.

18 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY” Information or Items.

20 1. Unless otherwise ordered by the Court or permitted in writing by
21 the Designating Party, a Receiving Party may disclose any information or item
22 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to:

23 i. the Receiving Party’s Outside Counsel of Record in this
24 action, as well as employees of said Outside Counsel of Record to whom it is
25 reasonably necessary to disclose the information for this litigation.

26 ii. Designated House Counsel of the Receiving Party (1) to
27 whom disclosure is reasonably necessary for this litigation, and (2) who have signed
28 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), so long as the

1 Receiving Party gives seven days' written notice to the Designating Party identifying
2 the Designated House Counsel and permitting the Designating Party to object in
3 writing to the disclosure.

18 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
19 **PRODUCED IN OTHER LITIGATION**

20 A. If a Party is served with a subpoena or a court order issued in other
21 litigation that compels disclosure of any information or items designated in this
22 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
23 EYES ONLY” that Party must:

24 1. Promptly notify in writing the Designating Party. Such
25 notification shall include a copy of the subpoena or court order;

26 2. Promptly notify in writing the party who caused the subpoena or
27 order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall include
2 a copy of this Stipulated Protective Order; and

3 3. Cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 B. If the Designating Party timely seeks a protective order, the Party
6 served with the subpoena or court order shall not produce any information
7 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY” before a determination by the Court from which the
9 subpoena or order issued, unless the Party has obtained the Designating Party’s
10 permission. The Designating Party shall bear the burden and expense of seeking
11 protection in that court of its confidential material and nothing in these provisions
12 should be construed as authorizing or encouraging a Receiving Party in this Action
13 to disobey a lawful directive from another court.

14 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
15 PRODUCED IN THIS LITIGATION**

16 A. The terms of this Order are applicable to information produced by a
17 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
19 Non-Parties in connection with this litigation is protected by the remedies and relief
20 provided by this Order. Nothing in these provisions should be construed as
21 prohibiting a Non-Party from seeking additional protections.

22 B. In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

26 1. Promptly notify in writing the Requesting Party and the Non-
27 Party that some or all of the information requested is subject to a confidentiality
28 agreement with a Non-Party;

1 2. Promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably
3 specific description of the information requested; and

4 3. Make the information requested available for inspection by the
5 Non-Party, if requested.

6 C. If the Non-Party fails to seek a protective order from this court within
7 14 days of receiving the notice and accompanying information, the Receiving Party
8 may produce the Non-Party's confidential information responsive to the discovery
9 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
10 not produce any information in its possession or control that is subject to the
11 confidentiality agreement with the Non-Party before a determination by the court.
12 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
13 of seeking protection in this court of its Protected Material.

14 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
16 disclosed Protected Material to any person or in any circumstance not authorized
17 under this Stipulated Protective Order, the Receiving Party must immediately (1)
18 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
19 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
20 the person or persons to whom unauthorized disclosures were made of all the terms
21 of this Order, and (4) request such person or persons to execute the
22 "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit
23 A.

24 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
25 **OTHERWISE PROTECTED MATERIAL**

26 A. When a Producing Party gives notice to Receiving Parties that certain
27 inadvertently produced material is subject to a claim of privilege or other protection,
28 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
2 may be established in an e-discovery order that provides for production without prior
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as
4 the parties reach an agreement on the effect of disclosure of a communication or
5 information covered by the attorney-client privilege or work product protection, the
6 parties may incorporate their agreement in the Stipulated Protective Order submitted
7 to the Court.

8 **XIII. MISCELLANEOUS**

9 A. Right to Further Relief

10 1. Nothing in this Order abridges the right of any person to seek its
11 modification by the Court in the future.

12 B. Right to Assert Other Objections

13 1. By stipulating to the entry of this Protective Order, no Party
14 waives any right it otherwise would have to object to disclosing or producing any
15 information or item on any ground not addressed in this Stipulated Protective Order.
16 Similarly, no Party waives any right to object on any ground to use in evidence of
17 any of the material covered by this Protective Order.

18 C. Filing Protected Material

19 1. Without written permission from the Designating Party or a court
20 order secured after appropriate notice to all interested persons, a Party may not file
21 in the public record in this action any Protected Material. A Party that seeks to file
22 under seal any Protected Material must comply with Civil Local Rule 79-5.
23 Protected Material may only be filed under seal pursuant to a court order authorizing
24 the sealing of the specific Protected Material at issue. If a Party's request to file
25 Protected Material under seal is denied by the Court, then the Receiving Party may
26 file the information in the public record unless otherwise instructed by the Court.

27 **XIV. FINAL DISPOSITION**

1 A. After the final disposition of this Action, as defined in Section V, within
2 sixty (60) days of a written request by the Designating Party, each Receiving Party
3 must return all Protected Material to the Producing Party or destroy such material.
4 As used in this subdivision, “all Protected Material” includes all copies, abstracts,
5 compilations, summaries, and any other format reproducing or capturing any of the
6 Protected Material. Whether the Protected Material is returned or destroyed, the
7 Receiving Party must submit a written certification to the Producing Party (and, if
8 not the same person or entity, to the Designating Party) by the 60 day deadline that
9 (1) identifies (by category, where appropriate) all the Protected Material that was
10 returned or destroyed and (2) affirms that the Receiving Party has not retained any
11 copies, abstracts, compilations, summaries or any other format reproducing or
12 capturing any of the Protected Material. Notwithstanding this provision, Counsel
13 are entitled to retain an archival copy of all pleadings, motion papers, trial,
14 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
15 and trial exhibits, expert reports, attorney work product, and consultant and expert
16 work product, even if such materials contain Protected Material. Any such archival
17 copies that contain or constitute Protected Material remain subject to this Protective
18 Order as set forth in Section V.

19 B. Any violation of this Order may be punished by any and all appropriate
20 measures including, without limitation, contempt proceedings and/or monetary
21 sanctions.

23 | **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

25 | Dated: June 6, 2019

/s/ Ronald A. Marron
RONALD A. MARRON

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11 Dated: June 6, 2019

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27 ***Attorneys for Defendant MOTT'S LLP***

28 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:**

29 Dated: June 7, 2019

30 /s/ Autumn D. Spaeth
31 HON. AUTUMN D. SPAETH
32 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Morris v. Mott's, LLP*, Case No. 8:18-cv-01799-AG-ADS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature:

ELECTRONIC SIGNATURE CERTIFICATION

I, Ronald A. Marron, hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized this electronic filing.

/s/ Ronald A. Marron

Ronald A. Marron